

CRAWFORD & DESANTIS, LLP

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Attorneys for Plaintiff
COASTAL SUPPLY GROUP LLC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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COASTAL SUPPLY GROUP, LLC.

Plaintiffs,

COMPLAINT

-against-

Case No:

NEW AGE CASTING LP,

Defendants.

-----X

Plaintiff, Coastal Supply Group, LLC by and through its attorneys, Crawford & DeSantis, LLP, and as and for its complaint as against defendant New Age Casting LP, hereby alleges as follows:

THE PARTIES

1. Plaintiff Coastal Supply Group, LLC ("Plaintiff") is a limited liability company organized and existing pursuant to the laws of the State of New York, with its principal place of business located at 480 Bay Street, Staten Island, New York 10304.
2. Defendant New Age Casting LP ("Defendant") is, upon information and belief, a limited partnership organized and existing pursuant to the laws of Texas with a principal place of business located at 12630 West Airport Boulevard, Suite #100, Sugarland, Texas 77478-6141.

JURISDICTION

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C.A. §1332 in that the amount in controversy exceeds \$75,000.00 and there is complete diversity of citizenship between the Plaintiff and the Defendant.

4. The District Court for the Eastern District of New York is the proper venue for this matter as Plaintiff has offices with a designated address located within Richmond County, New York.

FACTS COMMON TO ALL CAUSES OF ACTION

5. Plaintiff is a premier provider of plumbing supplies and building materials.

6. At all times relevant herein, Defendant engaged Plaintiff to provide it with plumbing equipment and/or materials between July 8, 2021 and September 15, 2021 at agreed upon rates and prices. As such, there exists a contract between Plaintiff and Defendant.

7. Plaintiff provided said materials to Defendant and rendered Defendant invoices therefore, which materials and invoices were accepted by Defendant without objection.

8. Despite Plaintiff's demand, Defendant has refused to pay for the materials delivered to it.

AS AND FOR A FIRST CAUSE OF ACTION

9. Plaintiff repeats, realleges and reiterates each and every allegation contained in paragraphs "1" to "8" as if set forth more fully at length herein.

10. Pursuant to the contract between Plaintiff and Defendant payment for the materials provided is past due.

11. Defendant breached its contract with Plaintiff by failing to make the required payments when due for the materials delivered to Defendants by Plaintiff despite due demand being made therefore.

12. As such, there is currently due and owing the amount of \$131,996.75 for materials provided, with interest and service charges thereon from May 26, 2022.

13. As such, Plaintiff is entitled recover of Defendant the sum of \$131,996.75 with interest and service charges thereon from May 26, 2022.

AS AND FOR A SECOND CAUSE OF ACTION

14. Plaintiff repeats, re-alleges and reiterates each and every allegation contained in paragraphs "1" to "13" as if more fully set forth at length herein.

15. Defendant has received the materials delivered by Plaintiff without having paid Plaintiff for same.

16. Accordingly, Defendant has been unjustly enriched in the amount of \$131,996.75.

17. As such, Plaintiff is entitled recover of Defendant the sum of \$131,996.75 with interest and service charges thereon from May 22, 2022.

AS AND FOR A THIRD CAUSE OF ACTION

18. Plaintiff repeats and re-alleges each and every one of the foregoing allegations contained in paragraphs "1" through "17" as if more fully set forth herein.

19. Plaintiff rendered invoices Defendant for the materials provided to Defendant, which invoices were retained by Defendant without objection thereto.

20. By reason of the foregoing, there exists an account stated by and between Plaintiff and Defendant.

21. As such, Plaintiff is entitled recover of Defendant the sum of \$131,996.75 with interest and service charges thereon from May 22, 2022.

WHEREFORE Plaintiff demands judgment as follows:

- a. On the first cause of action against Defendant, damages in the amount of \$131,996.75 plus interest and service charges thereon; and
- b. On the second cause of action against Defendant, damages in the amount of \$131,996.75, plus interest and service charges thereon; and
- c. On the third cause of action against Defendant, damages in the amount of \$131,996.75, plus interest and service charges thereon; and
- e. The costs, disbursements and fees associated with the prosecution of this action; and
- f. Such other and further relief as this Court shall deem just and proper.

Dated: Staten Island, New York
July 27, 2022

Yours, etc.

CRAWFORD & DESANTIS, LLP

By:



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